



Appendix D to DIR-TSO-2675

[Date]

Statement of Work # [Insert SOW #]

[PROJECT TITLE HERE]

I. PARTIES:

“Insight”

Insight Direct USA, Inc.
6820 S. Harl Avenue
Tempe, AZ 85283
Attn: [insert LOB Manager name]

“Client”

[Other Party, USE FULL NAME]
[Other Party Address]
[City, State, Zip]
Attn: [insert name]

II. **SCOPE OF SERVICES:** Insight is pleased to perform the following services (“Services”) under the terms and conditions of the DIR Contract, DIR-TSO-2675 and this Statement of Work (SOW).

A. **Service Description:**

[SERVICE DESCRIPTION SHOULD IDENTIFY THE FOLLOWING:]

Insight will provide [level of resource Insight will provide to perform the work OR “Professional Services”] to perform [type of services to be included]. Services in Client’s environment for [technology or hardware/software components involved in the solution].

Location

The Services will be performed at the following Client location(s):

- [Insert address of physical location(s) of where the work is to be performed]

[List Service type sub-heading]

Insight will perform the following Services:

- [Tasks Insight will perform]

[OR, if a Phased approach is to be used, delete Service-type section above and use the following Approach section.]

Approach

Insight will perform the Services using the following phased approach:

Phase I: Assess

- [Tasks Insight will perform]

Phase II: Design

- [Tasks Insight will perform]

Phase III: Plan

- [Tasks Insight will perform]

Phase IV: Implementation

- [Tasks Insight will perform]

Phase V: Operational

- [Tasks Insight will perform]

B. Project Management: Insight will provide the following project management and technical direction:

- Serve as the primary point of contact on all project issues, needs and concerns
- Facilitate kickoff meeting to review project expectations, discuss IT infrastructure design, discover any possible problems/risks, and formulate an appropriate plan (including a firm engagement schedule and potential downtimes)
- Manage Client expectations and satisfaction throughout the life of the project
- Schedule and coordinate the necessary resources to support the project
- Provide team leadership and guidance
- Identify, escalate, and document project issues as necessary
- Complete "Change Request" documentation as required
- Schedule and conduct team update/status meetings

C. Insight's Responsibilities: To the extent allowable by DIR Contract, DIR-TSO-2675, Insight will provide the applicable and necessary **[CHOOSE FROM THE FOLLOWING AND DELETE OTHERS AS REQUIRED:]** labor, supervision, maintenance, consultation, materials, and/or tools to perform the Services and provide the Deliverables described in this SOW. For purposes of this SOW, "Deliverables" means any materials produced in the course of performing Services listed or specifically required to be delivered to Client under this SOW.

D. Client's Responsibilities: The estimated duration and associated fees presented in this SOW are based on the following Client Responsibilities. Should any element(s) of these be lacking during execution of Services, additional time, associated fees, and expenses may be required; to the extent allowable by the DIR Contract, DIR-TSO-2675.

Client is responsible for the following:

- [Add in any additional Client responsibilities per the engagement]
- Client will provide a project contact with decision-making authority to support the scope of services described in this SOW and ensure the proper personnel are scheduled to review each completed Service or Deliverable upon notification of completion by Insight.
- If applicable, Client will provide site contacts for each Client location. Each such contact will provide Insight with sufficient detail regarding his/her site, and will coordinate or perform required onsite work, as reasonably requested by Insight and Client IT, for the duration of the project.
- Client will provide Insight reasonable access to internal experts, location(s), critical systems, applications, workspace and equipment (telephones, faxes, LAN connectivity, printer access, dial-out modem lines, passwords, keys, etc. as applicable) required at each field location to complete the project. Access to Client systems will be provided to Insight via either onsite direct access or remote/VPN access. If Client does not allow remote/VPN access to Client systems and remote work is necessary, then Client will make reasonable local resources available to be utilized by Insight to accommodate for this lack of access. If Client cannot provide access or local resources, then to the extent allowable by DIR Contract, DIR-TSO-2675, additional project duration, labor hours, travel expenses, and others costs may be incurred and due to Insight by Client.
- Client will provide the necessary hardware, software, tools and permits required for the successful completion of the project prior to Insight's arrival. Further, Client is responsible for all licensing requirements to be compliant per their own agreements.
- Client is responsible for all product and material, including distribution and transport of Client-owned product and material, unless otherwise specified in writing. Product and material is defined as any item purchased, owned and/or provided by Client (or others) that Insight reasonably required to use for fulfillment of any Services described herein.

- Client is responsible for providing reasonably and secure onsite storage for all Client-owned product and material unless otherwise specified in writing.
- If applicable, Client will be responsible for: (a) back-up and/or data migration of existing data unless otherwise agreed to by Insight; (b) computer system and network designs; and (c) component selection as it relates to the performance of the computer system and/or the network.
- Client and its employees, contractors, and agents will: (a) cooperate with any reasonable request of Insight, (b) provide input throughout the project and will review progress at review meetings requested by Insight; and (c) provide Insight with such access to all of Client's information, documentation and technology, as reasonably for Insight to perform the Services, including a list of all Client and third-party contacts reasonably for Insight to do so. Such cooperation, input, access, and license are critical to this project, and Client's representation at all review meetings is essential. To the extent allowable by DIR Contract, DIR-TSO-2675, If applicable, Insight is hereby granted and shall have a nonexclusive, royalty-free license, during the term of the Services, to access and use the Client Technology solely for the purposes of delivering the Services to Client. "Client Technology" shall mean any intellectual property owned by Client that will be used by Insight in performing the Services under this SOW.
- To the extent allowable by DIR Contract, DIR-TSO-2675, Client will indemnify Insight against any claims of improper or unlawful conduct by Client, its employees or agents.

E. Deliverables:

Insight will provide the following Deliverables:

- [Click here and enter the specific project deliverables that the client will receive]

OR for Staff Aug, use the following:

There are no defined Deliverables for this SOW.

OR for engagements without stated Deliverables, use the following:

Deliverables, if any, will be agreed upon by both parties in writing.

F. Resource Team:

Project Sponsor, [Enter Client name] – [Enter Project Sponsor's full name]
Services Account Executive, Insight – [Enter Solutions Sales Executive's name]
Account Executive, Insight – [Enter the Account Executive's full name]
Services Director, Insight – [Enter Regional Delivery Director or Mgd Svcs Director name]
Services Manager, Insight – [Enter LOB Manager name]
Project Manager, Insight – [Enter Project Manager name]
SOW Prepared by, Insight – [Enter name of person who scoped SOW and Sol Cons]

- G. Change Request Procedure:** If an alteration to the scope of work in this SOW, including Deliverables, hours needed to complete work, milestones and related pricing, is identified by either party; it shall be brought to the attention of the other party's management by completing and submitting a Change Request Form, which is incorporated into this SOW as Attachment 1. Each party's respective management will review the form to determine whether a modification to the scope is necessary and what effect the implementation of such change may have on the project. If any such change causes an increase or decrease in the cost or time required for performance of the work, the price and/or delivery schedule shall be equitably adjusted and identified within the Change Request Form. Estimated turn-around time for such determination is 5 days. If both parties mutually agree to implement the change in scope, the Change Request Form will be incorporated into the SOW as an addendum when signed by authorized representatives of both parties. If either party rejects a request for a change in scope or if the

parties cannot agree on an adjustment, Insight shall proceed to fulfill its obligations in accordance with this SOW as previously agreed upon.

- III. SCHEDULE:** The project start date will be mutually determined upon receipt of this signed SOW and, if applicable, a valid Purchase Order (PO). A minimum lead time of 20 business days from the date of SOW signature may be required for scheduling purposes.

[CHOOSE ONE OF THE FOLLOWING AND DELETE OTHER]

- A. Estimated Duration:** The Project's duration will be approximately _____ [days, weeks, months, etc.].

OR

[Note: if you use language for milestones, do not include any acceptance language. If client requests this, then you can add standard Acceptance Criteria language from the Special Language file on the BusOps drive.]

- A. Milestones:** Insight will use commercially reasonable efforts to meet the completion dates set forth below:

| Project Milestone/Description | Estimated Timeframe |
|-------------------------------|---------------------|
| | |
| | |

IV. PRICING/INVOICING:

[ENTER DETAILS AS EITHER FIXED OR T&M AND DELETE THE OTHER]

- A. Flat Project Price:** As consideration to Insight for performance of the Services, Client shall pay Insight the flat project price of \$_____, to the extent allowable by DIR Contract, DIR-TSO-2675. The total amount paid to Insight will not exceed the total fixed price without the prior written approval of Client.

[Use this if they will pay expenses] Client will reimburse Insight for travel expenses in accordance to Appendix A, Section 8.F of the DIR Contract, DIR-TSO-2675, if any are required.

[Use this if they will not pay expenses] Client will not reimburse Insight for travel expenses, if any are required.

[Use this for all] Tax Exemption shall be in accordance to Appendix A, Section 8.E of the DIR Contract, DIR-TSO-2675. If Client believes they are tax-exempt and/or the services provided are not subject to any taxes, Client will provide Insight with the proper documentation required by the taxing jurisdiction where the services are performed.

[include the following for Milestone pricing/billing]

The flat project price is based on the following and in accordance with Appendix C, Pricing Index of the DIR Contract, DIR-TSO-2675:

| Project Milestone/Description | Price |
|-------------------------------|-------|
| | |
| | |

OR

A. Time and Materials:

[use this language if including the daily minimum in Pricing Notes below] To the extent allowable by DIR Contract, DIR-TSO-2675, this engagement will be billed on a time and materials basis. Actual costs incurred by Client will be based on the daily minimum listed in the Pricing Notes below or actual time worked, whichever is greater.

[Use this if they will pay expenses] Client will reimburse Insight for travel expenses, in accordance to Appendix A, Section 8.F. of the DIR Contract, DIR-TSO-2675, if any are required.

[Use this if they will not pay expenses] Client will not reimburse Insight for travel expenses, if any are required.

[Use this for all] Tax Exemption shall be in accordance to Appendix A, Section 8.E of the DIR Contract, DIR-TSO-2675. If Client believes they are tax-exempt and/or the services provided are not subject to any taxes, Client will provide Insight with the proper documentation required by the taxing jurisdiction where the services are performed.

[use this language if not including the daily minimum in Pricing Notes below] To the extent allowable by DIR Contract, DIR-TSO-2675, this engagement will be billed on a time and materials basis. Actual costs incurred by Client will be based on the actual time worked.

[Use this if they will pay expenses] Client will reimburse Insight for travel expenses, in accordance to Appendix A, Section 8.F. of the DIR Contract, DIR-TSO-2675, if any are required.

[Use this if they will not pay expenses] Client will not reimburse Insight for travel expenses, if any are required.

[Use this for all] Tax Exemption shall be in accordance to Appendix A, Section 8.E of the DIR Contract, DIR-TSO-2675. If Client believes they are tax-exempt and/or the services provided are not subject to any taxes, Client will provide Insight with the proper documentation required by the taxing jurisdiction where the services are performed.

Charges will be calculated based on the following rates:

| Resource Type | Estimated Hours | Hourly Rate | Estimated Price |
|----------------------------------|-----------------|-------------|-----------------|
| | | | |
| | | | |
| | | | |
| Total Estimated Engagement Price | | | |

Note: With the exception of the hourly rate, the table above provides budgetary estimates only.

1. Pricing Notes:

- Pricing is valid for 30 days from the date of this SOW.
- Flat Project Price is based upon Client providing necessary access to internal experts, location(s), all critical systems, applications, and hardware required to complete the project.

OR for T&M engagements delete “b” above and use “c”:

- The estimated time to complete this engagement is approximately [Enter range of total number of work hours] total work hours. This estimated timeframe is based upon Client providing necessary access to internal experts, location(s), all critical systems, applications, and hardware required to complete project.
- Termination shall be in accordance with Appendix A, Section 11.B of the DIR Contract, DIR-TSO-2675.
- [delete this pricing note if we will not charge a daily minimum] Pricing is indicated as a time and materials rate with a 4-hour minimum (per day) for onsite resources to the extent allowable by DIR Contract, DIR-TSO-2675.

- f. If an Insight engineer arrives on site per an agreed upon schedule and is unable to start or complete the project due to any Client, site, and/or equipment issues, a fee equal to time expended and applicable travel expenses will be incurred. Insight will have 10 business days to schedule the return visit, if required.
- g. This statement of work assumes Services will be performed over a consecutive timeframe unless otherwise provided herein.
- h. Force Majeure shall be in accordance with Appendix A, Section 11.C of the DIR Contract, DIR-TSO-2675

B. Invoicing: [CHOOSE ONE OF THE FOLLOWING AND DELETE OTHERS]

For T&M without daily minimum:

[Use this if they will pay expenses] Insight will invoice Client on a monthly basis, per Texas Government Code, Chapter 2251 for the actual hours worked, whichever is greater, plus any travel-related expenses in accordance with the Texas Travel Regulations.

[Use this if they will not pay expenses] Insight will invoice Client on a monthly basis per Texas Government Code, Chapter 2251, for the actual hours worked, whichever is greater,).

OR, For T&M with daily minimum:

[Use this if they will pay expenses] Insight will invoice Client on a monthly basis for the minimum hours worked or actual hours worked, whichever is greater, plus any travel-related expenses and taxes incurred (if applicable).

[Use this if they will not pay expenses] Insight will invoice Client on a monthly basis, per Texas Government Code, Chapter 2251 for the minimum hours worked or actual hours worked, whichever is greater

OR, for Fixed Fee Projects:

[Use this if they will pay expenses] Insight will invoice Client monthly per Texas Government Code, Chapter 2251, for Services performed based upon a percentage complete, plus any travel-related expenses in accordance with the Texas Travel Regulations.

[Use this if they will not pay expenses] Insight will invoice Client monthly per Texas Government Code, Chapter 2251, for Services performed based upon a percentage complete.

OR, for Milestone Projects (including phases):

[Use this if they will pay expenses] Upon the occurrence of each milestone, Insight will invoice Client for Services rendered through the date of the milestone, plus any travel-related expenses in accordance with the Texas Travel Regulations.

[Use this if they will not pay expenses] Upon the occurrence of each milestone, Insight will invoice Client per Texas Government Code, Chapter 2251, for Services rendered through the date of the milestone.

OR, for Flat Fee Programs:

[Use this if they will pay expenses] Insight will invoice Client a flat fee of \$XXX.00 on a monthly basis per Texas Government Code, Chapter 2251 for a X-year term, plus any travel-related expenses in accordance with the Texas Travel Regulations.

[Use this if they will not pay expenses] Insight will invoice Client a flat fee of \$XXX.00 on a monthly basis for a X-year term, plus any taxes incurred (if applicable).

OR, for Unit-based Deployments:

[Use this if they will pay expenses] Insight will invoice Client a set-up fee of \$XXX.00 upon execution of this SOW, and subsequently, on a monthly basis per Texas Government Code, Chapter 2251, for units deployed, plus any additional expenses in accordance with Appendix C, Pricing Index of the DIR Contract, DIR-TSO-2675.

[Use this if they will not pay expenses] Insight will invoice Client a set-up fee of \$XXX.00 upon execution of this SOW, and subsequently, on a monthly basis per Texas Government Code, Chapter 2251, for units deployed.

V. SPECIAL TERMS, CONDITIONS AND ASSUMPTIONS:

- A. Project Kickoff:** A project kickoff meeting will be held to review project expectations, discuss IT infrastructure design, discover any possible problems/risks, and formulate an appropriate plan (including a firm engagement schedule and downtimes).
- B. Business Hours:** Work will be performed during normal business hours unless otherwise mutually agreed upon. Normal business hours are defined as an 8-hour day, Monday through Friday, excluding designated Insight Holidays. **[DELETE THE FOLLOWING UNLESS WE WILL CHARGE OVERTIME, WEEKEND, AND/OR HOLIDAY RATES:]** Notwithstanding anything in this SOW to the contrary, any work performed outside of these normal business hours will be billed at [Enter overtime rate] per hour per resource.
- C. [remove if they will not pay expenses]**
Travel Expenses: Travel Expense shall be in accordance to Section 8.F. of Appendix A to the DIR Contract, DIR-TSO-2675.
- D. Project Specific Assumptions:** The estimated duration and associated fees presented in this SOW are based on the following assumptions. Should any element(s) of these be lacking during execution of the Services, additional time, associated fees, and expenses may be required.
1. [Click here and enter additional project specific assumptions].
 2. Insight will provide an inventory spreadsheet of product and material pre- and post-installation that will be submitted as part of the Deliverables (if specified in the Deliverables section). However, Insight is NOT responsible for Client-owned product and material during any phase of the project/program.
 3. If applicable, any onsite skills transfer that takes place during this project will not replace the manufacturer's formal system implementation and administration classes.
 4. Insight has no obligation to mount, affix, or otherwise fasten any cable, hardware, or other product to any building or structure (inside or outside), and Insight has no obligation to run cable above, under, behind, or through any ceiling, floor, or wall of any building or structure. If such services are requested by Client, such services may be performed by Insight only to the extent permitted by applicable law and will be subject to a change request for additional services.
 5. Each party agrees that personnel will not be asked to perform, nor volunteer to perform, engineering and/or consulting tasks that lie outside the skill sets and experience of personnel. Personnel have the right to decline a service request if the request falls outside their scope of experience and expertise.
 6. This engagement does not include:
 - a. Electrical or cabling services
 - b. [Click here and enter exclusions]
 - c. Formal user training
- E. Constraints:** Work that is not included in the Scope section is considered to be out of scope. Any out of scope work must be verified and pre-authorized by Insight prior to commencement through the Change Request process.
- F. Reference:** To the extent allowable by DIR Contract, DIR-TSO-2675, upon successful completion of the engagement, Insight may use the Project as a reference for external purposes. This may include verbal endorsements, printed advertisements, and other marketing references to prospective customers and third parties. Any reference activity will be mutually agreed upon in writing by Insight and Client.

- G. Case Study:** To the extent allowable by DIR Contract, DIR-TSO-2675, upon successful completion of the engagement, Insight may ask Client to serve as an account case study for Insight. If Client agrees, Insight will prepare a marketing release for publication of non-confidential aspects of the Project (to be reviewed in advance by Client), in conjunction with Client's name.
- H. Terms and Conditions.** The DIR Contract, DIR-TSO-2675 and the General Terms and Conditions attached are incorporated and made part of this SOW. In the event of a conflict in terms, the terms of DIR Contract No. DIR-TSO-2675 shall have precedence.

General Terms and Conditions

1. **Entire Agreement.** The scope and terms associated with the Services along with the DIR Contract DIR-TSO-2675 and these General Terms and Conditions are together one agreement between Insight and Client, collectively referred to as the "SOW". This SOW, together with all attachments, schedules, addenda and exhibits, forms the entire agreement between the parties relating to the Services to be performed by Insight to Client and supersedes any prior representations or agreements, oral or written, and all other communications between the parties relating to the subject matter. Any conflicting additional or different terms contained in any other agreement, invoice or statement of work, as the case may be, are expressly rejected. In the event of a conflict between these General Terms and Conditions, and Special Terms, Conditions and Assumptions under the Statement of Work, the DIR Contract DIR-TSO-2675 terms control and have precedence.
2. **Term.** The term of this SOW will commence on the date last signed by the Authorized Representative of each party and will expire upon the completion of the Services or as otherwise provided under Section 3 below.
3. **Termination.** Termination shall be in accordance with Section 11.B of Appendix A of the DIR Contract, DIR-TSO-2675.
4. **Invoicing/Payment.** Services will be invoiced in accordance with this SOW. Client must pay all undisputed invoices in accordance to Texas Government Code, Chapter 2251. All payments must reference the invoice number. Unless otherwise specified, all invoices shall be paid in the currency of the invoice.
 - (a) **Credit/Late Payment.** Insight retains the right to decline to extend credit and to require that the applicable purchase price be paid prior to performance of Services based on changes in Insight's credit policies or Client's financial condition and/or payment record. Insight reserves the right to charge interest of 1.5% per month or the maximum allowable by applicable law, whichever is less, for any undisputed past due invoices. Client is responsible for all costs of collection, including reasonable attorneys' fees, for any payment default on undisputed invoices. In addition, Insight may terminate all further work if payment is not received in a timely manner.
 - (b) **Taxes.** Taxes shall be in accordance with Section 8.E. of Appendix A of the DIR Contract, DIR-TSO-2675. Client may provide Insight a tax exemption certificate, which will be subject to review and acceptance by Insight.
5. **Services.**
 - (a) **Intellectual Property Rights.** Insight retains all right, title and interest in any pre-existing intellectual property that is owned by Insight ("Insight IP"), and which may be used in carrying out the Services, including any modifications or improvements made to Insight IP during or as a result of the Services to be performed under this SOW. Except for Insight IP and upon payment in full of all amounts due Insight, all documents, drawings, specifications, information, patents, patent applications, inventions, developments or processes or any copyrightable material originated and developed by Insight specifically for Client as part of the Services to be performed under this SOW ("Work Product") shall be owned by Client. Insight hereby grants Client a worldwide, non-exclusive, royalty-free, perpetual, without the right of sublicense, license to use Insight IP in the course of Client's internal, business operations.
6. **Limited Service Warranty.** Insight represents and warrants that:
 - (a) It has the full power and authority to enter into this SOW;
 - (b) It has all other rights necessary for the performance of its obligations under this SOW, without violating any rights of any other party;
 - (c) Services performed by Insight will: (i) be performed in a timely, competent, professional and workmanlike manner; (ii) substantially conform to the written specifications under this SOW for 30 days from completion, or for such other warranty period as may be indicated under the Special Terms, Conditions and Assumptions of this SOW; (iii) be in compliance with all laws, rules and regulations applicable to Insight's performance under this SOW; and
 - (d) **Warranty Disclaimer.** THE EXPRESS WARRANTIES IN THIS SECTION 6 ARE IN LIEU OF, AND INSIGHT EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES IN RELATION TO THE SERVICES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, SATISFACTORY QUALITY, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE WARRANTY PERIOD.

Insight will have no obligation with respect to any warranty claim if the claim is the result of damage caused by unauthorized modification, or any abuse or misuse by Client or any third party not performing under the direction of Insight, or damage caused by disaster such as fire, flood, wind or lightning.
7. **Remedies.** THE FOLLOWING ARE THE PARTIES' RESPECTIVE SOLE AND EXCLUSIVE OBLIGATIONS, AND SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO ANY ACTION FOR BREACH OF LIMITED WARRANTY UNDER THIS SOW.
 - (a) **Services.** Client's remedy for non-conforming Services discovered upon completion or during the warranty period shall be the re-performance of any deficient Services at Insight's expense. If Insight is unable to remedy any deficient Services within 30 days of notice or such additional time as may be agreed upon by the parties,

Insight will, at its option, provide a credit or refund of any fees paid for the specific non-conforming Services. No re-performance will extend any warranty period.

(b) **Credits.** Any credits issued to Client by Insight for any reason must be applied by Client within 2 years from the date the credit is issued. If not used within such period, credits will automatically expire.

8. Confidential Information. Except as required by the Texas Public Information Act, both parties will maintain in confidence and safeguard all confidential information, as defined in this paragraph, of the other party, its affiliates, and its customers. "Confidential Information" means any information that is marked or otherwise identified as confidential or proprietary at the time of disclosure and includes, but is not limited to, trade secrets, know-how, inventions, techniques, data, customer lists, personal information, financial information, sales and marketing plans of the other party, its affiliates, or its customers. Both parties recognize and acknowledge the confidential and proprietary nature of any Confidential Information and acknowledge the irreparable harm that could result if such Confidential Information is disclosed to a third party or used for unauthorized purposes. Each party agrees to use any Confidential Information only for the purpose of conducting business with each other and their clients in the manner contemplated by this SOW. Both parties will restrict disclosures of any Confidential Information to only those personnel who have a need to know and will bind such personnel to obligations of confidentiality to the same extent that each party is bound by this SOW. Upon request of the owner of Confidential Information, the other party will promptly return all materials incorporating any Confidential Information and any copies. The obligations under this paragraph do not apply to information that: (i) is or becomes generally known or in the public domain through no act or omission of the other party; (ii) was lawfully in Insight's or Client's possession without restriction as to use or disclosure before its receipt from the other party; (iii) is received from, or was made available to, a third party without any obligation of confidentiality; (iv) was independently developed; (v) is otherwise permitted to be disclosed under this SOW; (vi) is disclosed with the prior written consent of the disclosing party; or (vii) is required to be disclosed in any civil or criminal legal proceeding, regulatory proceeding or any similar process, however, the party required to make the disclosure under the law shall give prompt notice of this to the other party prior to such disclosure so that the other party may seek an appropriate protective order or give its written consent to such disclosure.

9. Indemnification.

Indemnification shall be in accordance with Section 10.A. of Appendix A of the DIR Contract, DIR-TSO-2675.

10. Limitation of Liability. Shall be in accordance with Section 10.K. of Appendix A of the DIR Contract, DIR-TSO-2675.

11. Insurance. Insurance shall be in accordance with Section 10.N. of Appendix A of the DIR Contract, DIR-TSO-2675.

12. Notices. Notices shall be in accordance with Section 12.A. of Appendix A of the DIR Contract, DIR-TSO-2675. All business communication will be sent to the addresses set forth above or to other persons or addresses as either party designates in writing to the other. Legal notices must be sent with a copy for Insight addressed to: Insight, 6820 South Harl Avenue, Tempe, AZ 85283, Attn: Legal Department.

13. Governing Law. The laws of the State shall govern the construction and interpretation of the Contract. Exclusive venue for all actions will be in state court, Travis County, Texas. Nothing in the Contract or its Appendices shall be construed to waive the State's sovereign immunity.

14. Non-Solicitation & Non-Hire. Both parties agree that during the time that Insight is rendering Services under the terms of this SOW and for one year following the cessation of such Services, neither party will directly or indirectly solicit, offer employment or hire any current or former employee or consultant employed by or hired by the other party involved in the performance of this SOW. This provision does not restrict the right of either party to solicit or recruit generally in the media and does not prohibit either party from hiring an employee of the other who answers any advertisement or who otherwise voluntarily applies for hire without having been initially personally solicited or recruited by the hiring party.

15. General. Any subsequent additions, deletions or modifications to this SOW are not binding unless agreed upon in writing by authorized representatives of both parties. If any part of this SOW is for any reason found to be invalid, illegal or unenforceable, all other parts will still remain in effect. A delay or failure to exercise or partially exercise any right under this SOW does not operate as a waiver, nor will it preclude future exercise of that right or permit, or sanction any subsequent breach of any term or condition. Neither party may assign its duties or rights under this SOW, whether by operation of law or otherwise, except with the other party's prior written consent; provided that Insight will have the right to assign this SOW to an affiliate or corporate successor in accordance with Section 4.D. of Appendix A of the DIR Contract, DIR-TSO-2675. Insight may subcontract any or all of its obligations hereunder to one or more qualified parties without Client's prior consent, unless otherwise restricted in this SOW. Insight is not responsible for default or delays caused by Client's failure to provide accurate instructions, information, access to facilities or suitable product or application environment. Neither party will be liable for any delays in the performance of this SOW due to circumstances beyond its control, including but not limited to acts of nature, acts of government, national emergencies, acts of terrorism, transportation delays, labor disturbances, work stoppages, or material shortages. Client represents and warrants that no technical data will be exported under this SOW except in compliance with all requirements of the International Traffic in Arms Regulations (ITAR) and Export Administration Regulations (EAR). The provisions of this SOW, which by sense and content are intended to survive, including but not limited to the sections related to payment, warranties, remedies, indemnification, confidentiality and limits of liability, will survive the expiration or termination of this SOW in accordance with Section 4.E. of Appendix A of the DIR Contract, DIR-TSO_2675. Insight is an independent

contractor to Client. No personnel employed or engaged by Insight to perform the Services for Client will be considered Client's employees, agents, partners, joint venture partners, or franchisors. Insight has sole responsibility for the direction of its employees and has the right to fire, hire, suspend, layoff, transfer or reassign employees at will without the consent of Client.

Signature Page Follows

By signing below, the undersigned agree they are bound by the terms of the DIR Contract, DIR-TSO-2675, this SOW, which includes the Statement of Work, Attachment 1 and the General Terms and Conditions.

INSIGHT

By: _____
Authorized Representative

Print
Name: _____

Title: _____

Date: _____

CLIENT

By: _____
Authorized Representative

Print
Name: _____

Title: _____

Date: _____

The following section must be completed before this SOW can be processed:

Invoicing Procedures:

1. Method (CLIENT TO SELECT ONE OPTION BELOW):

- ☐ **Mail Invoice** - Hard copy invoice will be mailed to:
- Company Full Name: _____
- Address: _____
- Attention: Accounts Payable or: _____
- Accounts Payable Contact: _____
- Phone: _____
- ☐ **Email Invoice** - Invoice copy will be sent electronically via e-mail to:

2. PO Process (CLIENT TO SELECT ONE OPTION BELOW):

- ☐ Client issues system-generated POs or internal reference numbers for service engagements.
- Please fill in the PO Number below and attach a hard copy of the PO to this signed SOW.
Note: Services cannot be performed until a hard copy of the PO is received, or Billing Reference is provided.
- PO Number:** _____
- PO Release Number (if applicable):** _____
- Internal Billing Reference Number/Name:** _____
- ☐ Client does NOT issue system-generated PO for service engagements.
- Accordingly, performance of and payment for any Services under this SOW do not require, and are not contingent upon, the issuance of any PO or other similar document.



| CHANGE REQUEST FORM | | | |
|------------------------------------------------|------------------------|-------|-----------------|
| CHANGE REQUEST # [INSERT CHANGE REQUEST #] | | | |
| Client | Original Project Name | | Original SOW #: |
| Insight Services Manager | Client Project Sponsor | | Request Date |
| Purchase Order to Apply to Changes: PO # _____ | | | |
| <u>Change Request Summary</u> | | | |
| Original Scope Task | | | |
| Reason for Change | | | |
| Description of Change | | | |
| Project Schedule | | | |
| Project Pricing | | | |
| Deliverables | | | |
| <u>Signatures</u> | | | |
| Insight Authorized Signer: | | Date: | |
| Print Name: | Title: | | |
| Client Authorized Signer: | | Date: | |
| Print Name: | Title: | | |